

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARSH & MCLENNAN AGENCY LLC,

Plaintiff,

-against-

ELMER “RICK” FERGUSON,

Defendant.

Case No.: 19-cv-03837-VSB

~~PROPOSED~~ JUDGMENT

This matter, which is before the Court pursuant to diversity jurisdiction, came on regularly for trial before the FINRA arbitration panel (Mr. Ronald Chun, Mr. Clifford A. Threlkeld, and Mr. Richard Thomas Boyer) on June 20 to June 25, ²⁰²³~~2025~~, pursuant to this Court’s July 2, 2021, Order referring the matter to FINRA arbitration (ECF#110). On October 6, 2023, following submission of evidence submitted during the FINRA arbitration, post-trial briefing, and the parties’ responses to questions by the Arbitrators, the Arbitrators served their decision in the FINRA arbitration on plaintiff Marsh & McLennan Agency, LLC (“MMA”) and defendant Elmer “Rick” Ferguson.

The Arbitrators found for Plaintiff MMA and against Defendant Ferguson on Plaintiff MMA’s claims for relief for: (1) breach of contract (confidentiality agreement) (the first claim for relief); (2) breach of the duty of loyalty (the second claim for relief); (3) tortious interference with existing and prospective business relations (the third claim for relief); (4) unfair competition (the fourth claim for relief); (5) misappropriation of Confidential Information (the sixth claim for relief); (6) violation of California Penal Code section 502 (the eighth claim for relief); and (7)

violation of California's Uniform Trade Secrets Act, California Civil Code section 3426.1 et seq. (the tenth claim for relief). The Arbitrators also found that defendant Ferguson's theft of MMA's trade secret information amounted to a willful and malicious misappropriation under California's Uniform Trade Secret Act (Cal. Civ. Code § 3426.3(c)).

The Arbitrators awarded Plaintiff MMA: (1) \$248,411.00 in damages for lost revenue; (2) \$248,411.00 in exemplary damages under the willful and malicious provision of California's Uniform Trade Secret Act; (3) \$267,064.15 in attorneys' fees Plaintiff MMA incurred in the FINRA arbitration; and (4) \$11,459.86 in costs Plaintiff MMA incurred in the FINRA Arbitration.

The Arbitrators found against Defendant Ferguson on all claims asserted against MMA and MMA Securities LLC in the FINRA arbitration.

On June 9, 2025, this Court issued its Order granting Plaintiff MMA's motion to confirm the FINRA arbitration award. (ECF#145). The Court also denied Defendant Ferguson's motion for reconsideration of this Court's prior Order denying his motion to dismiss Plaintiff MMA's claims for relief and Defendant Ferguson's motion to vacate the FINRA arbitration award.

IT IS NOW THEREFORE ORDERED AND ADJUDGED that judgment be entered in favor of Plaintiff MMA and against Defendant Ferguson as follows:

1. Plaintiff MMA is awarded economic damages in the amount of \$248,411.00 under its first, second, third, fourth, sixth, eighth, and tenth claims for relief;
2. Plaintiff MMA is awarded exemplary damages in the amount of \$248,411.00 under its tenth claim for relief;
3. Plaintiff MMA is awarded \$267,064.15 for its attorneys' fees incurred in the FINRA Arbitration under its first and tenth claims for relief;

4. Plaintiff MMA is awarded \$11,459.86 for its costs incurred in the FINRA Arbitration under its first, second, third, fourth, sixth, eighth, and tenth claims for relief;
5. Plaintiff MMA is awarded prejudgment interest on its economic damages of \$248,411.00 at the rate of 10% per annum from January 11, 2019, to the date Judgment is entered;
6. Plaintiff MMA is awarded its attorneys' fees and costs incurred in this matter as determined by bill of costs and motion for attorneys' fees; and
7. Post judgment interest on the total judgment in this action.

SO ORDERED.

Date: July 1, 2025

A handwritten signature in black ink, reading "Vernon Broderick", written over a horizontal line.

Vernon S. Broderick
United States District Judge